

THIS AGREEMENT, effective _____ by and between _____ ("the SUPPLIER"), and the Division of AIDS, NIAID, National Institutes of Health ("NIH"), Bethesda, Maryland 20892, and certain NIH-invited parties (collectively "RECIPIENTS") shall govern the conditions of disclosure by the SUPPLIER to RECIPIENTS of certain confidential information relating to plans for future drug discovery and/or development work, as well as certain marketing and policy information (hereinafter referred to as "INFORMATION") about _____ ("the PRODUCT").

In consideration of the SUPPLIER's disclosure of said INFORMATION, RECIPIENTS hereby agree:

1. not to use such INFORMATION except for the purpose of NIH's evaluation of its interest in participating with the SUPPLIER in the collaborative development of the PRODUCT for the treatment of HIV (any such collaborative development to be the subject of a separate written agreement);
2. not to disclose or transfer INFORMATION to others (except to RECIPIENTS' employees who reasonably require same for the purpose hereof and who are bound to protect the SUPPLIER by like obligations as to confidentiality) without the express written permission of the SUPPLIER, except that RECIPIENTS shall not be prevented from using or disclosing INFORMATION:
 - (a) that RECIPIENTS can demonstrate by written records was known to RECIPIENTS from a source other than the SUPPLIER before the date of disclosure hereunder,
 - (b) that is now, or becomes in the future, publicly available other than by breach of this Agreement by RECIPIENTS, or
 - (c) that is lawfully disclosed to RECIPIENTS on a non-confidential basis by a third party who is not obligated to the SUPPLIER or any other party to retain such INFORMATION in confidence;
3. that the furnishing of INFORMATION under this Agreement shall not constitute any grant, option or license to RECIPIENTS under any patent or other rights now or hereafter held by the SUPPLIER with respect to said INFORMATION; and
4. that this Agreement shall be governed under Federal law as interpreted by the Federal Courts in the District of Columbia; Federal law and regulations will preempt any conflicting or inconsistent provisions in this Agreement.

THE DIVISION OF AIDS, NIAID
NATIONAL INSTITUTES OF HEALTH

By _____

Print Name _____

Title _____

Date _____

By _____

Print Name _____

Title _____

Date _____

RECIPIENTS:

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

